

The complaint

Mr L is unhappy that Santander UK Plc told him that he would be eligible to receive a current account switch incentive payment but then deemed him to be ineligible to receive the payment after he'd switched his account.

What happened

Mr L contacted Santander and asked whether he would be eligible to receive a current account switch incentive payment that Santander were offering at that time. Santander told Mr L that he would be eligible to receive the incentive payment so long as he took the requisite actions as per the incentive criteria.

Mr L then switched his current account to Santander and took the actions needed to meet the incentive criteria. However, after chasing Santander about the incentive payment he was eventually told that he didn't qualify for the payment because he had received a similar payment a few years previously during an earlier incentive. Mr L wasn't happy about this, so he raised a complaint.

Santander responded to Mr L and confirmed that one of the criteria to be eligible for the incentive payment was that he must not have benefited from any previous incentives, which Mr L had. Santander apologised to Mr L for not clarifying this point with him during one of the telephone conversations they'd had with him and they paid £30 compensation to him for any trouble or upset this may have caused. Mr L wasn't satisfied with Santander's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They noted that the eligibility criteria for the incentive had been available to Mr L before he had switched the account, including that consumers who had benefited from a previous incentive wouldn't be eligible. And our investigator also felt that Santander's apology and payment of £30 for not confirming the full eligibility criteria with Mr L on the phone already represented a fair outcome to what had happened. Mr L didn't agree, and so the matter was escalated to an ombudsman for a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I won't be upholding this complaint or instructing Santander to take any further or alternative action here. This is because, ultimately, Mr L wasn't eligible to receive the incentive payment because he had benefited from a prior Santander current account switch incentive in 2021.

That Mr L wouldn't qualify for this incentive because he had benefited from an earlier switching incentive was clearly explained by Santander in the published eligibility criteria for the current account switching incentive, as follows:

You won't qualify for the switcher offer if any of these apply:

- You're not a UK resident.
- You switch from an account you hold with Santander, Cahoot or Cater Allen.
- Anyone named on the Santander account has previously received an incentive payment to switch to a Santander current account.

I don't feel that it's unreasonable to expect Mr L to have reviewed this information and to have remembered that he had previously switched to a Santander account and received a switching incentive payment for doing so. And this means that I feel that Mr L should have been aware that he didn't meet the criteria to be eligible to receive the incentive payment, regardless of any conversations he had about the incentive with Santander telephony staff.

Of course, it would have been preferable if the Santander telephony staff that Mr L spoke with had reiterated that Mr L wouldn't be eligible if he had benefitted from a previous switching incentive. But the failure of Santander's telephony staff to do this doesn't alter the fact that Mr L wasn't eligible to receive this incentive payment, or that he reasonably should have been aware of his ineligibility given the clear eligibility information published by Santander as quoted above.

In their response to Mr L's complaint, Santander apologised to Mr L for not clarifying the full eligibility criteria with him on the telephone, and they paid £30 compensation to him for any trouble or upset this may have caused. This feels fair to me, especially as this apology and compensation is for Santander's agents not clarifying information with Mr L which I feel that Mr L should have been aware of himself, as explained above. And I don't feel that Santander should fairly be instructed to do anything more regarding this aspect of Mr L's complaint.

All of which means that I won't be upholding this complaint or instructing Santander to take any action here. To confirm, this is because I'm satisfied that Santander published clear information about the eligibility criteria for this switch incentive, and because I feel that Mr L should have reviewed this information and should have been aware that he had benefitted from a previous switching incentive in 2021.

I realise this won't be the outcome Mr L was wanting. But I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 February 2025.

Paul Cooper
Ombudsman